

Exhibit A

**IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI
CIVIL DIVISION**

Robert G. Hallam and
Alaine G. Hallam, individuals

Plaintiffs,

vs.

Cause No.:

C02018-1568CD

Southaven R.V. Center, Inc.,
a Mississippi Profit Corporation and
REV Recreation Group, Inc.,
a Foreign Profit Corporation,

Defendants.

JURY TRIAL DEMANDED
COMPLAINT AND JURY DEMAND

NOW COME Plaintiffs, Robert G. Hallam and Alaine G. Hallam, by and through their attorneys, Lemon Law Group Partners PLC, and submit the following as their Complaint against Defendants Southaven R.V. Center, Inc. and REV Recreation Group, Inc.

PARTIES, JURISDICTION AND VENUE

1. Plaintiffs Robert G. Hallam and Alaine G. Hallam are individuals residing at 7413 Tack CV, Southaven, Mississippi 38671.

2. Defendant Southaven R.V. Center, Inc. is a domestic profit corporation doing business throughout the State of Mississippi. Southaven R.V. Center, Inc. (hereinafter "Defendant Dealership") may be served through its registered agent, Mr. William Mark Hixson, 5485 Pepper Chase Dr., Southaven, Mississippi 38671.

3. Defendant REV Recreation Group, Inc. is a foreign profit corporation doing business throughout the State of Mississippi. REV Recreation Group, Inc. (hereinafter "Defendant

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DESOTO COUNTY, MS

SEP 07 2018

Shale H. Thompson
CIRCUIT COURT CLERK

Manufacturer” or “Defendant REV”) may be served through its registered agent, CT Corporation System, 150 W. Market Street, Suite 800, Indianapolis, Indiana 46204.

4. The transactions and occurrences involved in this action took place in the State of Mississippi, County of DeSoto.

COMMON AVERMENTS

5. On or about August 12, 2017, Plaintiffs purchased a used 2016 Holiday Rambler Ambassador 38FS RV, VIN: 4UZACJDT6FCGT5865 from Defendant Dealership (hereinafter “Vehicle”). Please see Exhibit A: Purchase Agreement.

6. At the time of purchase, the Vehicle was accompanied with the remaining balance of a factory warranty which, in relevant part, provided for a one (1) year – 15,000 mile basic limited warranty and three (3) year – 45,000 mile limited structural warranty (the “Warranty”). Full warranty is in Defendant’s Possession.

7. The Subject Vehicle is registered in Mississippi and was purchased primarily for personal, family, and/or household purposes.

8. Manufacturer’s warranty covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

9. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted.

10. Shortly after purchase, Plaintiffs noticed defects in the vehicle and returned the vehicle to Defendant Dealership to repair the defects on at least seven (7) occasions for defects to the Subject Vehicle including: hot water not working on electric or gas, dryer light stays on constantly, wood panel under stove is rotten, tile and metal shards from corner slideout near front

door, front storage compartment leaking water and rusting, refrigerator leaking out bottom, water line defects necessitating replacement, storage door defects, drains on both kitchen sinks loose and leaking, slide topper over the curbside is loose and sagging, spray nozzle in bathroom at toilet is leaking, left side of shower is leaking, LP gauge showing empty when LP tank is full, ceiling lights and skylight leaking, unit trembles and vibrates during travel, front leveling leaking fluid on passenger side, popping sound when turning, awning defects, door opens when driving, electric brakes on tow dolly inoperable, zone 1 heat inoperable, water pump not working, fresh water tank freezing up, counter top hot when furnace running, wall plug on glove box inoperable, entry door sticking, and gap in floor. Please see Exhibit B: Repair Orders.

11. Subject Vehicle has been out-of-service for at least thirty (30) total days for the aforementioned repairs. Please see Exhibit B.

12. Despite the prolonged time during which the Subject Vehicle has been out-of-service, Manufacturer has failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

13. The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

14. Despite Plaintiffs' repeated efforts to allow Manufacturer the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

15. Plaintiffs directly notified Defendant Manufacturer of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiffs' defective Vehicle and to reimburse Plaintiffs

pursuant to their rights under State and Federal Laws. Please see Exhibit C: Written Notification.

16. This cause of action arises out of the Defendant Manufacturer's Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act as set forth in this Complaint.

17. Plaintiffs seek judgment against Defendants in whatever amount that Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.

18. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

COUNT I
BREACH OF FACTORY WARRANTY

19. Plaintiffs fully repeat and incorporate Paragraphs 1 through 18, as set forth above.

20. Defendant REV extended to Plaintiffs the remaining balance of a one (1) year – 15,000 mile basic limited warranty and three (3) year – 45,000 mile limited structural warranty (“Warranty”).

21. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranty.

22. Defendant REV has failed to honor the terms of the Warranty.

23. Defendant REV has failed or refused to repair the above-referenced issues.

24. As a result of the actions set forth above, Defendant REV has breached its warranty.

25. As a result of Defendant REV's breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendants in an amount to be proven at trial, including all consequential damages, incidental damages, equitable remedies, costs, interest, and attorney fees.

COUNT II
BREACH OF MAGNUSON-MOSS WARRANTY ACT

26. Plaintiffs fully repeat and incorporate Paragraphs 1 through 25, as set forth above.
27. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).
28. Plaintiffs are “consumer”s as defined by 15 USC § 2301(3).
29. Defendant REV is a “supplier” and “warrantor” as defined by 15 USC § 2301(4)(5).
30. The Subject Vehicle is a “consumer product” as defined by 15 USC § 2301(6).
31. 15 USC § 2301(D)(1)(A), requires Defendant REV, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).
32. The actions of Defendant REV as hereinabove described, in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.
33. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendant REV, Defendant REV has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

34. As a result of Defendant REV's breach of factory warranty as set forth above, and Defendant REV's failure to honor its obligations under its warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.

35. Defendant REV had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

36. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

COUNT III **REVOCATION**

37. Plaintiffs repeat and incorporate Paragraphs 1 through 36 as set forth above.

38. After taking possession of the Subject Vehicle, Plaintiffs discovered defects as outlined above which substantially impaired the value of the Vehicle to Plaintiffs.

39. After numerous failed attempts by Defendant Dealership to properly repair the Subject Vehicle, Plaintiffs now believe that said non-conformities cannot be seasonably or ever cured and have lost confidence that the vehicle can be operated safely.

40. Due to the Subject Vehicle's lengthy repair history and continuing defects, Plaintiffs have previously sought to revoke acceptance pursuant to Miss. Code Ann §75-2-608 and the return of the purchase price of the Subject Vehicle.

41. Defendant Dealership has refused to comply with the Plaintiffs' demand for revocation and a refund of Plaintiffs' purchase price.

42. With the filing of this Complaint, Plaintiffs continue their demand of Defendant Dealership to allow Plaintiffs to return the vehicle in exchange for the purchase price and any costs or expenses associated with the sale, repair and return of the Subject Vehicle as allowed by law, including payment of reasonable costs and expenses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle;
- (3) For Defendant REV to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein;
- (5) For such other and further relief as the court deems just and proper under the circumstances;
- (6) That all issues be tried before a jury.

Dated: August 28, 2018

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: /s/ Daniel Ware
Daniel Ware, Esq.
3323 NE 163rd Street, Suite 504
North Miami Beach, FL 33160
(888) 415-0610
info@lemonlawgrouppartners.com

EXHIBIT A

SOUTHAVEN RV SuperCenter

5485 Pepper Chase Dr.
Southaven, MS 38671
(662) 393-9948

SALES
SERVICE
PARTS

NO. 5954 BILL OF SALE

SOLD TO: Robert G Hallam or Alaine G Hallam DATE: 08/12/2017
ADDRESS: 7413 Tack Cv SALESMAN: Donald Wynn
CITY: Southaven STATE: MS ZIP: 38671
PHONE: 901-831-3575

MAKE	YEAR	NEW OR USED	SERIAL NUMBER
HOLIDAY RAMBLER Ambassador	2016	Used	4UZACJDT6FCGT5865
MODEL 38FS	CHASSIS MAKE	NO: 5243	

LIEN HOLDER Orion Federal Credit Union

P.O. Box 279703 TYPE LIEN
ADDRESS Sacramento CA 95827 9703 AMOUNT \$157,112.50 DATE OF LIEN 08/12/2017

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER THE HERE IN ABOVE DESCRIBED MOTOR VEHICLE, WARRANTS, AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH GOOD RIGHT TO SELL SAME, THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT ABOVE LIENHOLDERS.

SOUTHAVEN RV CENTER, INC. BY

SWORN TO AND SUBSCRIBED AND ACKNOWLEDGED BEFORE ME THIS 12 DAY OF August 2017

NOTARY PUBLIC IN AND FOR COUNTY OF DeSoto, STATE OF MS MY COMMISSION EXPIRES

NOTARY SIGNATURE

VEHICLE TRADE-IN INFORMATION			
YEAR	MAKE	MODEL	SERIAL NO.
2004	TIFFIN	Phaeton	4UZAHAHAK63CM12017
AMOUNT OF PAYOFF: \$44,000.00		PAYOFF TO: CFSB	

Additional Trade Units:

SOUTHAVEN RV CENTER, INC. DISCLAIMER OF WARRANTY

Any purchase of the above RV is made without warranty. The above RV is sold as is, with all faults and defects. SOUTHAVEN RV CENTER, INC. does not warrant the condition of the RV or the accuracy of the information provided. SOUTHAVEN RV CENTER, INC. is not responsible for any damage or loss to the RV or its contents. SOUTHAVEN RV CENTER, INC. is not responsible for any injury or death resulting from the use of the RV. SOUTHAVEN RV CENTER, INC. is not responsible for any other damages or losses. SOUTHAVEN RV CENTER, INC. is not responsible for any other damages or losses.

Additional Sold Units:

UNIT PRICE	\$142,650.00
TRADE ALLOWANCE	\$43,000.00
TRADE DIFFERENCE OR NET SELLING PRICE	\$99,650.00
CITY & COUNTY BUSINESS TAX	
STATE SALES TAX	\$0.00
LOCAL SALES TAX	\$4,982.50
TOTAL TAX COLLECTED ON VEHICLE	\$0.00
TOTAL VEHICLE SALE	\$4,982.50
SERVICE CONTRACT	\$8,341.00
SALES TAX	
TOTAL SERVICE CONTRACT	\$8,341.00
INSURANCE	\$0.00
CREDIT LIFE	\$0.00
OTHER INSURANCE	\$0.00
FEE'S	\$139.00
PROCESSING FEE	\$113,112.50
TITLE	\$44,000.00
TOTAL SALE	\$157,112.50
PAYOFF ON TRADE-IN	\$0.00
TOTAL SETTLEMENT	\$157,112.50
CASH ON DELIVERY	\$0.00
LIENHOLDER	\$157,112.50

EXHIBIT B



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order

Due: \$385.20

Doc Number: 25704
Service Writer: Ellen Hobbs
Date Printed: 04/06/2018
Date Promised: 12/01/2017
Date In: 12/01/2017

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	SHOWER STILL LEAKING	\$80.00
2016 HOLIDAY RAMBLER 38FS	MAIN AWNING IS FRAY ON ENDS WHAT IS CAUSING PROBLEM	\$60.00
2016 HOLIDAY RAMBLER 38FS	MICROWAVE	\$0.00
2016 HOLIDAY RAMBLER 38FS	LEVELING SYSTEM IS STILL NOT RIGHT	\$120.00
2016 HOLIDAY RAMBLER 38FS	TOW DOLLY	\$120.00
Job Subtotal:		\$360.00
Job Labor Subtotal:		\$360.00
Tax:		\$25.20
Total:		\$385.20
Less Deposits:		\$0.00
Total Due:		\$385.20

EW = USA Travel

HE IS GETTING READY TO DO A 3 MOTH TRIP SO WILL NEED IT BACK BY DEC. 15TH ELLEN

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____. I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____

Date of appointment _____

Repair completion date _____

Owner notified of completion time _____ date _____

Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction.

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs4,564

Out:4,564

SHOWER STILL LEAKING

Description:

Resolution:contacted the ppl that make the surround

Description	Technician	Hour	Total
	Michael Murphy	0.5	\$60.00
Labor Subtotal			\$60.00
Job Subtotal			\$60.00

MAIN AWNING IS FRAY ON ENDS WHAT IS CAUSING PROBLEM

Description:

Resolution:SPLINE LET LOOSE ON EDGE HAD TO REINSTALL SPLINE IN AWNING

Description	Technician	Hour	Total
	Michael Murphy	0.5	\$60.00
Labor Subtotal			\$60.00
Job Subtotal			\$60.00

MICROWAVE

Description:VIBRATES VERY HARD AND DOOR COMES OPEN WHEN DRIVING DOWN THE ROAD

Job Subtotal \$0.00

LEVELING SYSTEM IS STILL NOT RIGHT

Description:3" INCH OFF

Resolution:FULL WALL SLIDEOUT MAY CAUSE COACH TO LEAN SLIGHTLY ALSO STILL A LITTLE AIR IN SYSTEM AND TOP OFF FLUID

Description	Technician	Hour	Total
	Michael Murphy	1	\$120.00
Labor Subtotal			\$120.00
Job Subtotal			\$120.00

TOW DOLLY

Description:ELECTRIC BRAKES ARE NOT WORKING ON TOW DOLLY HAD TO TURN BRAKE CONTROL DOWN TO 0 TO GET IT HOME PPL ON ROAD WAS LETTING HIM KNOW IT WAS JUMP ON ROAD WITH CAR ON IT WHEN HE WOULD HIT HIS BRAKES ON THE MOTOR HOME SO CHECK THE BRAKES ON DOLLY LIGHTS ON DRIVERS SIDE ALSO ARE NOT WORKING

Resolution:BRAKE CONTROL SET TO 3 AGGRESSIVE TURNED DOWN TO 1 BRAKING NORMAL BY SETTING SO HIGH AND ALLOWING DOLLY TO BOUNCE PLUG PULLED OUT OF TURN SIDE OF DOLLY DISMOUNTED AND REINSTALLED PLUG

Description	Technician	Hour	Total
	Michael Murphy	1	\$120.00
Labor Subtotal			\$120.00
Job Subtotal			\$120.00

All Jobs Subtotal: \$360.00

Tax: \$25.20

Total: \$385.20

Less Deposits: \$0.00

Total Due: \$385.20



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order

Due: \$1,276.10

Doc Number: 26435
Service Writer: Mark Atwood
Date Printed: 04/06/2018
Date Promised: 12/15/2017
Date In: 01/02/2018

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	repair slideout	\$1,260.74

Job Subtotal:	\$1,260.74
Misc:	\$15.36
Job Parts Subtotal:	\$560.74
Job Labor Subtotal:	\$700.00
Tax:	\$0.00
Total:	\$1,276.10
Less Deposits:	\$0.00
Total Due:	\$1,276.10

radio trim pc around radio murphy has on tool box need to install.
Shipping added 1-23-18 for Valve part # 10118201. Cobble

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____. I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____
Date of appointment _____
Repair completion date _____
Owner notified of completion time _____ date _____
Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:2803

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs0

Out:4,564

repair slideout

Description:12/28 (BH) EW approved: \$119.95 X 1.3 = 155.94 (board) + \$140.95 x 1.3 = \$183.24 + \$288 (labor) + \$43.91 (tax) - \$50 (deductible) = \$621.09 (payable) Authorization # 814250 per John

Resolution:Shipping added 1/5/18 for part # 363984 and 368896. Cobble

Part #	Qty	Description	Price	Discount	Total
363984	1.00	Touch pad control board	\$182.32	\$0.00	\$182.32
368896	1.00	Slide out controller	\$214.24	\$0.00	\$214.24
10505838	1.00	Roller lit for slide out	\$164.18	\$0.00	\$164.18
Parts Subtotal					\$560.74

Description	Technician	Hour	Total
	Michael Murphy	10	\$700.00
Labor Subtotal			\$700.00
Job Subtotal			\$1,260.74

All Jobs Subtotal:	\$1,260.74
Shipping & Handling:	\$15.36
Tax:	\$0.00
Total:	\$1,276.10
Less Deposits:	\$0.00
Total Due:	\$1,276.10



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 25955
Service Writer: Ellen Hobbs
Date Printed: 04/06/2018
Date Promised: 12/01/2017
Date In: 12/01/2017
Cashier: HOBBS
Cashier Date: 01/15/2018

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	AC IS INOP	\$1,453.55

Job Subtotal:	\$1,453.55
Misc:	\$0.24
Job Parts Subtotal:	\$1,213.55
Job Labor Subtotal:	\$240.00
Tax:	\$101.75
Total:	\$1,555.54
Less Deposits:	(\$1,555.54)
Total Due:	\$0.00

EW = USA Travel HE IS GETTING READY TO DO A 3 MOTH TRIP SO WILL NEED IT BACK BY DEC. 15TH ELLEN
Labor warranty is 90 days for workmanship
Parts warranty maybe longer - up to one year through manufacturer

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____. I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship
Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____
Date of appointment _____
Repair completion date _____
Owner notified of completion time _____ date _____
Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit	2016 HOLIDAY RAMBLER 38FS Ambassador	Color:	Keyboard:
	VIN/Serial 4UZACJDT6FCGT5865	Plate:	Odom/Hrs 0 Out: 4,564

AC IS INOP

Description: 12/12 (BH) EW approved: \$1260.50 (AC) + \$240 (labor) + \$105.04 (tax) - \$50 (deductible) = \$1,555.54 (payable) Authorization # 811514 per Angie

Resolution:COMPRESSOR WAS LOCKED UP HAD TO R/R HEAT PUMP

Part #	Qty	Description	Price	Discount	Total
08-0199	1.00	A/C coleman, mach 8, 13.5 w/heat	\$1,213.55	\$0.00	\$1,213.55
Parts Subtotal					\$1,213.55

Description	Technician	Hour	Total
R&R AC	Michael Murphy	2	\$240.00
Labor Subtotal			\$240.00
Job Subtotal			\$1,453.55

All Jobs Subtotal:	\$1,453.55
Hazard Waste Charge:	\$0.24
Tax:	\$101.75
Total:	\$1,555.54
Less Deposits:	(\$1,555.54)
Total Due:	\$0.00



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 24466
Service Writer: Ellen Hobbs
Date Printed: 04/06/2018
Date Promised: 09/05/2017
Date In: 09/05/2017
Cashier: chixson
Cashier Date: 10/05/2017

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	1. water leak	\$238.85
2016 HOLIDAY RAMBLER 38FS	2. FRIDGE	\$140.00
2016 HOLIDAY RAMBLER 38FS	3. STORAGE DOOR	\$0.00
2016 HOLIDAY RAMBLER 38FS	4. KITCHEN SINK LEAK	\$17.79
2016 HOLIDAY RAMBLER 38FS	5. SLIDE TOPER	\$35.00
2016 HOLIDAY RAMBLER 38FS	6. BATHROOM WATER LEAK	\$7.00
2016 HOLIDAY RAMBLER 38FS	7. SHOWER LEAK	\$105.00
2016 HOLIDAY RAMBLER 38FS	9. LP SENSOR	\$35.00
2016 HOLIDAY RAMBLER 38FS	ceiling panel	\$175.00
2016 HOLIDAY RAMBLER 38FS	10. Front end	\$612.33
Job Subtotal:		\$1,365.97
Job Parts Subtotal:		\$109.64
Job Labor Subtotal:		\$644.00
Job Sublet Subtotal:		\$612.33
Tax:		\$0.00
Total:		\$1,365.97
Less Deposits:		\$0.00
Total Due:		\$1,365.97
AR CHARGE - INT - SALES CHARGEBACKS(Charge back to Donny Wynn):		\$1,365.97

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____. I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____

Date of appointment _____

Repair completion date _____

Owner notified of completion time _____ date _____

Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have

Inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:2272 DOP 8/12/17

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs2,396

Out:2,396

1. water leak

Description:CUSTOMER STATES THAT THE FRONT STORAGE COMPARTMENT ON THE ROADSIDE IS LEAKING WATER, HAS RUST ON FLOOR.

Resolution:adjust door tighten and sealed top of compartment added foam all around top of the compartment so water can not come in remove rust and repaint

Part #	Qty	Description	Price	Discount	Total
121294	3.00	Light, LED W/3" Clip Mount	\$20.40	\$0.00	\$61.20
420034	3.00	GEOCEL ADVANCED RV SL 10 OZ	\$9.89	\$0.00	\$29.87
10-7030	2.00	1pc 1/2 x 1/2 COUPLING	\$3.99	\$0.00	\$7.98
Parts Subtotal					\$98.85

Description	Technician	Hour	Total
repair	Michael Murphy	2	\$140.00
Labor Subtotal			\$140.00
Job Subtotal			\$238.85

2. FRIDGE

Description:CUSTOMER STATES THAT THE FRIDGE IS LEAKING OUT THE BOTTOM AND A COLD MIST.

Resolution:had to replace water line slide out had put a kink in line

Description	Technician	Hour	Total
repair	Michael Murphy	2	\$140.00
Labor Subtotal			\$140.00
Job Subtotal			\$140.00

3. STORAGE DOOR

Description:CUSTOMER STATES THAT THE OUTSIDE STORAGE DOOR UNDER PASSENGER SEAT, THE LOCK IS COMING OUT WITH THE KEY.

Job Subtotal \$0.00

4. KITCHEN SINK LEAK

Description:CUSTOMER STATES THAT THE DRAIN ON BOTH KITCHEN SINKS ARE LOOSE AND LEAKING.

Resolution:had to tighten plumbing under sink

Part #	Qty	Description	Price	Discount	Total
11-0039	1.00	1/2" x 10' WATER HOSE	\$10.79	\$0.00	\$10.79
Parts Subtotal					\$10.79

Description	Technician	Hour	Total
replace	Michael Murphy	0.1	\$7.00
Labor Subtotal			\$7.00
Job Subtotal			\$17.79

5. SLIDE TOPER

Description:CUSTOMER STATES THAT THE SLIDE TOPER OVER THE CURBSIDE SLIDE IS LOOSE AND SAGGING.

Resolution:adjust slide out topper

Description	Technician	Hour	Total
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Description	Technician	Hour	Total
adjust	Michael Murphy	0.5	\$35.00
Labor Subtotal			\$35.00
Job Subtotal			\$35.00

6. BATHROOM WATER LEAK

Description:CUSTOMER STATES THAT THE SPRAY NOZZLE IN THE BATHROOM AT THE TOILET IS LEAKING.

Resolution:tighten faucet

Description	Technician	Hour	Total
repair	Michael Murphy	0.1	\$7.00
Labor Subtotal			\$7.00
Job Subtotal			\$7.00

7. SHOWER LEAK

Description:CUSTOMER STATES THAT THE LEFT SIDE OF THE SHOWER IS LEAKING, NO CAULKING PRESENT.

Resolution:shower surround pulled away from wall had to reseal complete shower surround added more anchors and sealed that as well

Description	Technician	Hour	Total
repair	Michael Murphy	1.5	\$105.00
Labor Subtotal			\$105.00
Job Subtotal			\$105.00

9. LP SENSOR

Description:CUSTOMER STATES THAT THE LP GUAGE IS SHOWING THAT THE LP IS EMPTY BUT THE LP TANK IS FULL.

Resolution:replace sending unit

Description	Technician	Hour	Total
replace	Michael Murphy	0.5	\$35.00
Labor Subtotal			\$35.00
Job Subtotal			\$35.00

ceiling panel

Description:water leaking

Resolution:replace ceiling lights and remove skylight and reseal

Description	Technician	Hour	Total
repair	Michael Murphy	2.5	\$175.00
Labor Subtotal			\$175.00
Job Subtotal			\$175.00

10. Front end

Description:Customer states the unit trembles and vibrates during travel - took to Alignment Shop for evaluation

Resolution:

1. Aligned front end
2. Centered both front wheels on hubs
3. Trued and balanced front tires
4. Replaced right rear brake line at chamber to ABS valve

Description	Contractor	Total
alignment	Leland Sowell's Frame & Alignment	\$612.33
Sublet Subtotal		\$612.33
Job Subtotal		\$612.33

All Jobs Subtotal:	\$1,365.97
Tax:	\$0.00
Total:	\$1,365.97
Less Deposits:	\$0.00
Total Due:	\$1,365.97

AR CHARGE - INT - SALES CHARGEBACKS(Charge back to Donny Wynn):

\$1,365.97



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 24788
Service Writer: Ellen Hobbs
Date Printed: 04/06/2018
Date Promised: 10/04/2017
Date In: 10/04/2017
Cashier: dfloyd
Cashier Date: 12/12/2017

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	front leveling jacks	\$2,660.45
2016 HOLIDAY RAMBLER 38FS	when turning	\$0.00
2016 HOLIDAY RAMBLER 38FS	new light in center at top want a quote he is to pay	\$151.22
Job Subtotal:		\$2,811.67
Misc:		\$4.54
Job Parts Subtotal:		\$1,881.67
Job Labor Subtotal:		\$930.00
Tax:		\$196.82
Total:		\$3,013.03
Less Deposits:		(\$3,013.03)
Total Due:		\$0.00

USA Travel EW - inspection required
make sure paper work is done VAC WEEK OF OCT 26-29 AND NOV 20-29
10/12 (BH) EW approved: \$1842.64 (parts) + \$1020 (labor) + \$200.39 (tax) - \$50 (deductible) = \$3,013.03 (payable) Authorization # 800225
wash unit before he picks up after we finish work

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____. I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____
Date of appointment _____
Repair completion date _____
Owner notified of completion time _____ date _____
Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction.

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs0

Out:2,396

front leveling jacks

Description:front leveling leaking fluid on passenger side

Resolution:R/R FRONT JACK ASSY

Part #	Qty	Description	Price	Discount	Total
10109727	1.00	Power Gear, front leveling jack	\$737.73	(\$73.77)	\$663.96
10116907	1.00	Power Gear Rear leveling jack	\$1,281.66	(\$129.17)	\$1,152.49
Parts Subtotal					\$1,826.45

Description	Technician	Hour	Total
R&R Jacks	Patrick Freeman	7.7	\$924.00
	Patrick Freeman	-0.75	(\$90.00)
Labor Subtotal			\$834.00
Job Subtotal			\$2,660.45

when turning

Description:left and right hears popping when turning unit making sure everything is ok on front end have david

Job Subtotal \$0.00

new light in center at top want a quote he is to pay

Description:

Part #	Qty	Description	Price	Discount	Total
10004576	1.00	Brake Light, Center	\$61.36	(\$6.14)	\$55.22
Parts Subtotal					\$55.22

Description	Technician	Hour	Total
R&R light	Patrick Freeman	0.8	\$96.00
Labor Subtotal			\$96.00
Job Subtotal			\$151.22

All Jobs Subtotal: \$2,811.67
Hazard Waste Charge: \$4.54
Tax: \$196.82
Total: \$3,013.03
Less Deposits: (\$3,013.03)
Total Due: \$0.00



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 24388
Service Writer: Ellen Hobbs
Date Printed: 04/06/2018
Date Promised: 08/26/2017
Date In: 08/26/2017
Cashier: Tracy
Cashier Date: 10/31/2017

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	1. DE WINTERIZE	\$0.00
2016 HOLIDAY RAMBLER 38FS	hot water not working on electric or gas	\$0.00
2016 HOLIDAY RAMBLER 38FS	light in dryer on constantly	\$49.00
2016 HOLIDAY RAMBLER 38FS	wood panel under stove rotten	\$105.00
2016 HOLIDAY RAMBLER 38FS	Tile and metal shards from corner slide near front door	\$56.19
Job Subtotal:		\$210.19
Job Parts Subtotal:		\$21.19
Job Labor Subtotal:		\$189.00
Tax:		\$0.00
Total:		\$210.19
Less Deposits:		\$0.00
Total Due:		\$210.19
AR CHARGE - INT - SALES CHARGEBACKS:		\$210.19

DISCLAIMER

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Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____

Date of appointment _____

Repair completion date _____

Owner notified of completion time _____ date _____

Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:2272 DOP 8/12/17

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs2,396

Out:2,396

1. DE WINTERIZE

Description:DE WINTERIZE UNIT

Job Subtotal \$0.00

hot water not working on electric or gas

Description:

Job Subtotal \$0.00

light in dryer on constantly

Description:

Description	Technician	Hour	Total
repair	Michael Murphy	0.7	\$49.00
Labor Subtotal			\$49.00
Job Subtotal			\$49.00

wood panel under stove rotten

Description:

Description	Technician	Hour	Total
repair	Michael Murphy	1.5	\$105.00
Labor Subtotal			\$105.00
Job Subtotal			\$105.00

Tile and metal shards from corner slide near front door

Description:

Part #	Qty	Description	Price	Discount	Total
47-0480	1.00	KWIKEE DOOR SWITCH	\$21.19	\$0.00	\$21.19
Parts Subtotal					\$21.19
Description	Technician	Hour	Total		
repair	Michael Murphy	0.5	\$35.00		
Labor Subtotal			\$35.00		
Job Subtotal			\$56.19		

All Jobs Subtotal: \$210.19
Tax: \$0.00
Total: \$210.19
Less Deposits: \$0.00
Total Due: \$210.19

AR CHARGE - INT - SALES CHARGEBACKS: \$210.19



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 25894
Service Writer: Mark Atwood
Date Printed: 04/06/2018
Date Promised: 12/15/2017
Date In: 01/02/2018
Cashier: MarkA
Cashier Date: 02/01/2018

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	winterize unit	\$240.00
2016 HOLIDAY RAMBLER 38FS	zone one heat inop diag and advise.	\$0.00
2016 HOLIDAY RAMBLER 38FS	water pump inop	\$0.00
2016 HOLIDAY RAMBLER 38FS	fresh water tNK FREEZING UP EVEN WHEN HAD HEAT ON 72 DEGREES ALL	\$132.53
2016 HOLIDAY RAMBLER 38FS	hot when running furnace.	\$0.00
2016 HOLIDAY RAMBLER 38FS	wall plug on dash inop.	\$0.00
2016 HOLIDAY RAMBLER 38FS	entrance door sticking.	\$0.00
2016 HOLIDAY RAMBLER 38FS	gap in floor near step up bedroom seeing daylight.	\$0.00
Job Subtotal:		\$372.53
Job Parts Subtotal:		\$132.53
Job Labor Subtotal:		\$240.00
Tax:		\$26.08
Total:		\$398.61
Less Deposits:		\$0.00
MASTERCARD & VISA:		(\$398.61)
Total Due:		\$0.00

radio trim pc around radio murphy has on tool box need to install.
Shipping added 1-23-18 for Valve part # 10118201. Cobble

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Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____

Date of appointment _____

Repair completion date _____

Owner notified of completion time _____ date _____

Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:2803

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs0

Out:4,564

winterize unit

Description:winterize

Description	Technician	Hour	Total
winterize	Joshua Bussenger	2	\$240.00
Labor Subtotal			\$240.00
Job Subtotal			\$240.00

zone one heat inop diag and advise.

Description:zone one heat inop zone 2 working correctly.

Job Subtotal \$0.00

water pump inop

Description:water pump not working diag and advise.

Job Subtotal \$0.00

fresh water tNK FREEZING UP EVEN WHEN HAD HEAT ON 72 DEGREES ALL NIGHT

Description:FRESH WATER TANK FREEZING UP EVEN WHEN HEAT ON 72 DEGREES IN COACH FOR A COUPLE OF DAYS.

Part #	Qty	Description	Price	Discount	Total
10118201	1.00	Kantleak, 4-function Valve w/panel	\$132.53	\$0.00	\$132.53
Parts Subtotal					\$132.53
Job Subtotal					\$132.53

hot when running furnace.

Description:counter top getting hot when running furnace.

Job Subtotal \$0.00

wall plug on dash inop.

Description:wall plug on glove box not working.

Job Subtotal \$0.00

entrance door sticking.

Description:entry door sticking.

Job Subtotal \$0.00

gap in floor near step up bedroom seeing daylight.

Description:

Job Subtotal \$0.00

All Jobs Subtotal: \$372.53

Tax: \$26.08

Total: \$398.61

Less Deposits: \$0.00

MASTERCARD & VISA: (\$398.61)

Total Due: \$0.00



Robert G Hallam
7413 Tack Cv
Southaven, MS 38671

Repair Order Invoice

Doc Number: 26837
Service Writer: Mark Atwood
Date Printed: 04/06/2018
Date Promised: 03/03/2018
Date In: 03/03/2018
Cashier: PATRICIA
Cashier Date: 03/06/2018

Customer Information

Home Phone: 901-831-3575
Email: revbob69@yahoo.com

Summary

Unit	Job	Job Total
2016 HOLIDAY RAMBLER 38FS	charge back service	(\$240.00)
2016 HOLIDAY RAMBLER 38FS	1. de-winterize unit c/p	\$0.00
2016 HOLIDAY RAMBLER 38FS	2. wiper blade	\$0.00
2016 HOLIDAY RAMBLER 38FS	3. repair freeze damage	\$465.25
Job Subtotal:		\$225.25
Job Sublet Subtotal:		\$465.25
Tax:		\$0.00
Total:		\$225.25
Less Deposits:		\$0.00
Total Due:		\$225.25
AR CHARGE - INT - SHOP CHARGEBACKS:		\$225.25

DISCLAIMER

Southaven RV and Marine is not responsible for loss or damages to vehicle or articles left in the vehicle in case of fire, theft or another cause beyond our control including food spoilage in the refrigerator. I hereby authorize the above repair work to be done with the necessary materials and hereby grant you and/or your employees permission to operate vehicle herein described, on streets, highways or elsewhere for the purpose of testing and/or inspection. I authorize repairs to the vehicle described above, I require a call to complete repairs should they exceed \$_____, I waive having an estimate of cost for repairs providing they do not exceed this amount. I understand that I have 14 days to pick up my RV after completions of my service work or I will be charged \$20.00 storage fee per day.

Labor warranty is 90 days for workman ship

Thank you for your business! No returns on electrical parts!

Date vehicle dropped off _____
Date of appointment _____
Repair completion date _____
Owner notified of completion time _____ date _____
Date released _____

I/We, the undersigned, acknowledge the foregoing as factual and I/We hereby acknowledge receipt of the completed work order. I/We have inspected my/our vehicle and have examined the work done. I/We confirm that the work has been completed to my/our satisfaction,

Signature: _____

Detail

Unit 2016 HOLIDAY RAMBLER 38FS Ambassador

Color:

Keyboard:

VIN/Serial4UZACJDT6FCGT5865

Plate:

Odom/Hrs0

Out:4,584

charge back service

Description:

Description	Technician	Hour	Total
winterize charge back	Joshua Bussenger	-2	(\$240.00)
Labor Subtotal			(\$240.00)
Job Subtotal			(\$240.00)

1. de-winterize unit c/p

Description:de-winterize unit

Job Subtotal \$0.00

2. wiper blade

Description:customer stated that he need 1 wiper blade and he will change it

Job Subtotal \$0.00

3. repair freeze damage

Description:

Description	Contractor	Total
Repair Water Heater	Cobb & Son R. V. Repair, LLC	\$465.25
Sublet Subtotal		\$465.25
Job Subtotal		\$465.25

All Jobs Subtotal: \$225.25

Tax: \$0.00

Total: \$225.25

Less Deposits: \$0.00

Total Due: \$225.25

AR CHARGE - INT - SHOP CHARGEBACKS: \$225.25

1 of 1

EXHIBIT C

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
2775 Sunny Isles Boulevard, Suite 150
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

April 12, 2018

REV RV Group
Owner Relations
P.O. Box 1007
Decatur, IN 46733

Re: Robert Halland
Vehicle: 2017 Holiday Rambler
VIN: 4UZACJDT6FCGT5865

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Robert Halland relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client is reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

CC: Southaven RV & Marine, 5485 Pepper Chase Dr, Southaven, MS 38671

COVER SHEET Civil Case Filing Form (To be completed by Attorney/Party Prior to Filing of Pleading)		Court Identification Docket # <div style="border: 1px solid black; padding: 2px; display: inline-block;">2018</div>	Case Year <div style="border: 1px solid black; padding: 2px; display: inline-block;">2018</div>	Docket Number <div style="border: 1px solid black; padding: 2px; display: inline-block;">1568</div>
		County # <div style="border: 1px solid black; padding: 2px; display: inline-block;">09</div>	Judicial District <div style="border: 1px solid black; padding: 2px; display: inline-block;">07</div>	Court ID <div style="border: 1px solid black; padding: 2px; display: inline-block;">18</div>
		Month Date Year		
		This area to be completed by clerk		
Mississippi Supreme Court Administrative Office of Courts		Form AOC/01 (Rev 2016)		
In the COUNTY		Court of Desoto		Judicial District
Origin of Suit (Place an "X" in one box only)				
<input checked="" type="checkbox"/> Initial Filing <input type="checkbox"/> Reinstated <input type="checkbox"/> Foreign Judgment Enrolled <input type="checkbox"/> Transfer from Other court <input type="checkbox"/> Other				
<input type="checkbox"/> Remanded <input type="checkbox"/> Reopened <input type="checkbox"/> Joining Suit/Action <input type="checkbox"/> Appeal				
Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form				
Individual	Hallam	Robert	G	
	Last Name	First Name	M.I.	Jr/Sr/III/IV
____ Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____				
____ Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____				
Business _____				
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated				
____ Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: D/B/A _____				
Address of Plaintiff 7413 Tack CV. Southaven. MS 38671				
Attorney (Name & Address) Daniel Ware, 2775 Sunny Isles Blvd. Ste 150, North Miami Beach FL 33160			MS Bar No. 10847	
____ Check (x) if Individual Filing Initial Pleading is NOT an attorney				
Signature of Individual Filing: _____				
Defendant - Name of Defendant - Enter Additional Defendants on Separate Form				
Individual				
	Last Name	First Name	M.I.	Jr/Sr/III/IV
____ Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____				
____ Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____				
Business Southaven R.V. Center, Inc. - incorporated in Mississippi				
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated				
____ Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below: D/B/A _____				
Attorney (Name & Address) - If Known _____			MS Bar No. _____	
<input checked="" type="checkbox"/> Check (x) if child support is contemplated as an issue in this suit.* *If checked, please submit completed Child Support Information Sheet with this Cover Sheet				
Nature of Suit (Place an "X" in one box only)				
Domestic Relations		Business/Commercial		Children/Minors - Non-Domestic
<input type="checkbox"/> Child Custody/Visitation		<input type="checkbox"/> Accounting (Business)		<input type="checkbox"/> Adoption - Contested
<input type="checkbox"/> Child Support		<input type="checkbox"/> Business Dissolution		<input type="checkbox"/> Adoption - Uncontested
<input type="checkbox"/> Contempt		<input type="checkbox"/> Debt Collection		<input type="checkbox"/> Consent to Abortion
<input type="checkbox"/> Divorce: Fault		<input type="checkbox"/> Employment		<input type="checkbox"/> Minor Removal of Minority
<input type="checkbox"/> Divorce: Irreconcilable Diff.		<input type="checkbox"/> Foreign Judgment		<input type="checkbox"/> Other
<input type="checkbox"/> Domestic Abuse		<input type="checkbox"/> Garnishment		Civil Rights
<input type="checkbox"/> Emancipation		<input type="checkbox"/> Replevin		<input type="checkbox"/> Elections
<input type="checkbox"/> Modification		<input type="checkbox"/> Other		<input type="checkbox"/> Expungement
<input type="checkbox"/> Paternity		Probate		<input type="checkbox"/> Habeas Corpus
<input type="checkbox"/> Property Division		<input type="checkbox"/> Accounting (Probate)		<input type="checkbox"/> Post Conviction Relief/Prisoner
<input type="checkbox"/> Separate Maintenance		<input type="checkbox"/> Birth Certificate Correction		<input type="checkbox"/> Other
<input type="checkbox"/> Term. of Parental Rights-Chancery		<input type="checkbox"/> Mental Health Commitment		Contract
<input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA)		<input type="checkbox"/> Conservatorship		<input checked="" type="checkbox"/> Breach of Contract
<input type="checkbox"/> Other		<input type="checkbox"/> Guardianship		<input type="checkbox"/> Installment Contract
Appeals		<input type="checkbox"/> Heirship		<input type="checkbox"/> Insurance
<input type="checkbox"/> Administrative Agency		<input type="checkbox"/> Intestate Estate		<input type="checkbox"/> Specific Performance
<input type="checkbox"/> County Court		<input type="checkbox"/> Minor's Settlement		<input type="checkbox"/> Other
<input type="checkbox"/> Hardship Petition (Driver License)		<input type="checkbox"/> Muniment of Title		Statutes/Rules
<input type="checkbox"/> Justice Court		<input type="checkbox"/> Name Change		<input type="checkbox"/> Bond Validation
<input type="checkbox"/> MS Dept Employment Security		<input type="checkbox"/> Testate Estate		<input type="checkbox"/> Civil Forfeiture
<input type="checkbox"/> Municipal Court		<input type="checkbox"/> Will Contest		<input type="checkbox"/> Declaratory Judgment
<input type="checkbox"/> Other		<input type="checkbox"/> Alcohol/Drug Commitment (Involuntary)		<input type="checkbox"/> Injunction or Restraining Order
				<input type="checkbox"/> Other
				Real Property
				<input type="checkbox"/> Adverse Possession
				<input type="checkbox"/> Ejectment
				<input type="checkbox"/> Eminent Domain
				<input type="checkbox"/> Eviction
				<input type="checkbox"/> Judicial Foreclosure
				<input type="checkbox"/> Lien Assertion
				<input type="checkbox"/> Partition
				<input type="checkbox"/> Tax Sale: Confirm/Cancel
				<input type="checkbox"/> Title Boundary or Easement
				<input type="checkbox"/> Other
				Torts
				<input type="checkbox"/> Bad Faith
				<input type="checkbox"/> Fraud
				<input type="checkbox"/> Intentional Tort
				<input type="checkbox"/> Loss of Consortium
				<input type="checkbox"/> Malpractice - Legal
				<input type="checkbox"/> Malpractice - Medical
				<input type="checkbox"/> Mass Tort
				<input type="checkbox"/> Negligence - General
				<input type="checkbox"/> Negligence - Motor Vehicle
				<input type="checkbox"/> Premises Liability
				<input type="checkbox"/> Product Liability
				<input type="checkbox"/> Subrogation
				<input type="checkbox"/> Wrongful Death
				<input type="checkbox"/> Other

IN THE COUNTY COURT OF Desoto COUNTY, MISSISSIPPI

JUDICIAL DISTRICT, CITY OF

Docket No. -
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94

**PLAINTIFFS IN REFERENCED CAUSE - Page 1 of ___ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Plaintiff #2:

Individual: Hallam Last Name Alaine First Name (Maiden Name, if Applicable) G. Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Daniel Ware Pro Hac Vice (✓) Not an Attorney(✓)

Plaintiff #3:

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

Plaintiff #4:

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

IN THE COUNTY COURT OF Desoto COUNTY, MISSISSIPPI

JUDICIAL DISTRICT, CITY OF

Docket No. -
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94

**PLAINTIFFS IN REFERENCED CAUSE - Page ___ of ___ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Plaintiff # ___ :

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

Plaintiff # ___ :

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

Plaintiff # ___ :

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A

Business Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A

ATTORNEY FOR THIS PLAINTIFF: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

IN THE COUNTY COURT OF Desoto COUNTY, MISSISSIPPI

JUDICIAL DISTRICT, CITY OF

Docket No. -
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94

**DEFENDANTS IN REFERENCED CAUSE - Page 1 of Defendants Pages
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Defendant #2:

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of

Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
D/B/A

Business REV Recreation Group, Inc. - incorporated in Indiana
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:
D/B/A

ATTORNEY FOR THIS DEFENDANT: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

Defendant #3:

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of

Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
D/B/A

Business
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:
D/B/A

ATTORNEY FOR THIS DEFENDANT: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

Defendant #4:

Individual: Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of

Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
D/B/A

Business
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:
D/B/A

ATTORNEY FOR THIS DEFENDANT: Bar # or Name: Pro Hac Vice (✓) Not an Attorney(✓)

JUDICIAL DISTRICT, CITY OF

Docket No. _____ - _____
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94 _____

**DEFENDANTS IN REFERENCED CAUSE - Page ____ of ____ Defendants Pages
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Defendant # ____ :

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant # ____ :

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant # ____ :

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____



CHILD SUPPORT INFORMATION SHEET

Please include all information known

IN THE COUNTY COURT OF Desoto COUNTY, MISSISSIPPI
JUDICIAL DISTRICT, CITY OF

Docket No. -
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94

Father: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone # Drivers License #

Employer Name and Address: () Employer Phone #

Mother: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone # Drivers License #

Employer Name and Address: () Employer Phone #

Child: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone #

Child: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone #

Child: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone #

Child: Last First M/I Jr/Sr etc. Date of Birth Social Security #

Address: () Phone #

FOR ADDITIONAL CHILDREN, PLEASE ATTACH ADDITIONAL FORMS

MANDATED PURSUANT TO:
Federal Social Security Act Title IV-D,
§§ 454(26)(A) and 454A(e)(4);
Miss. Code Ann. §43-19-31(l)(iii) (Supp. 1999)

Information will be sent to the
ADMINISTRATIVE OFFICE OF COURTS AND
MDHS CHILD SUPPORT ENFORCEMENT DIVISION

FEE BILL, CIVIL CASES, COUNTY COURT

State of Mississippi
DeSoto County

ROBERT & ALAINE HALLAM V SOUTHAVEN RV CENTER, INC.

Case # CO2018-1568CD Acct # Paid By CHECK 35338 Rct# 86754

CLERK'S FEE	85.00
JURY TAX	3.00
COURT REPORTER FEE	10.00
LAW LIBRARY	2.50
ST COURT EDUCATION	2.00
CONSTITUENT FEE	.50
COURT ADMIN FEE	2.00
LEGAL ASSISTANCE	5.00
ELECTRONIC FILING	10.00
JUDICIAL FUND	40.00

Total =====
\$ 160.00

Payment received from LEMON LAW GROUP

Transaction 247499 Received 9/ 7/2018 at 14:48 Drawer 2 I.D. AIBSEN

Current Balance Due \$0.00 Receipt Amount \$ 160.00

By A. Ilesen D.C. Dale K. Thompson, Circuit Clerk

Case # CO2018-1568CD Acct # Paid By CHECK 35338 Rct# 86754

IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI
CIVIL DIVISION

ROBERT G. HALLAM and
ALAINE G. HALLAM, individuals

Plaintiffs,

vs.

Cause No.:

CO2018-1568CD

SOUTHAVEN R.V. CENTER, INC., a
Mississippi Profit Corporation and REV
RECREATION GROUP, INC., a Foreign
Profit Corporation,

Defendants.

SUMMONS

TO: REV RECREATION GROUP, INC.
c/o CT Corporation System
150 W. Market Street, Suite 800
Indianapolis, Indiana 46204

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST
TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand deliver a copy of a written response to the Complaint to Daniel Ware, Lemon Law Group Partners, PLC, attorney for the Plaintiff(s), whose address is 2775 Sunny Isles Blvd., Ste. 150, North Miami Beach, FL 33160. Your response must be mailed or delivered within (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 7TH day of September, 2018.



Dale F. Thompson
Clerk of DeSoto County, Mississippi
A. Ibsen D.C.

PROOF OF SERVICE--SUMMONS

(Process Server)

[Use separate proof of service for each person served]

Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

___FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid), on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt pursuant to M.R.C.P. Form 1B).

___PERSONAL SERVICE. I personally delivered copies to _____ on the _____ day of _____, 20____, where I found said person(s) in _____ County of the State of _____.

___RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within _____ county, (state). I served the summons and complaint on the ___ day of _____, 19_, at the usual place of abode of said person by leaving a true copy of the summons and complaint with ___ who is the _____ (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the ___ day of _____, 19_, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

___CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or the return envelope marked "Refused.")

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service: \$ _____

Process server must list below: [Please print or type]

Name _____

Address _____

Telephone No. _____

State of _____)

County of _____)

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named ___ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

Process Server (Signature)

Sworn to and subscribed before me this the _____ day of _____ 20____.

Notary Public

(Seal) My Commission Expires: _____

IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI
CIVIL DIVISION

ROBERT G. HALLAM and
ALAINE G. HALLAM, individuals

Plaintiffs,

vs.

Cause No.:

C02018-1568CD

SOUTHAVEN R.V. CENTER, INC., a
Mississippi Profit Corporation and REV
RECREATION GROUP, INC., a Foreign
Profit Corporation,

Defendants.

SUMMONS

TO: SOUTHAVEN R.V. CENTER, INC.
c/o William Mark Hixson, Resident Agent
5485 Pepper Chase Dr.
Southaven, MS 38671

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST
TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand deliver a copy of a written response to the Complaint to Daniel Ware, Lemon Law Group Partners, PLC, attorney for the Plaintiff(s), whose address is 2775 Sunny Isles Blvd., Ste. 150, North Miami Beach, FL 33160. Your response must be mailed or delivered within (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this TH day of September, 2018.



Dale F. Thompson
Clerk of DeSoto County, Mississippi
A. T. Hester D.C.

PROOF OF SERVICE--SUMMONS

(Process Server)

[Use separate proof of service for each person served]

Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

___FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid), on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt pursuant to M.R.C.P. Form 1B).

___PERSONAL SERVICE. I personally delivered copies to _____ on the _____ day of _____, 20____, where I found said person(s) in _____ County of the State of _____.

___RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within _____ county, (state). I served the summons and complaint on the ___ day of _____, 19_, at the usual place of abode of said person by leaving a true copy of the summons and complaint with _____ who is the _____ (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the ___ day of _____, 19_, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

___CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or the return envelope marked "Refused.")

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service: \$ _____

Process server must list below: [Please print or type]

Name _____

Address _____

Telephone No. _____

State of _____)

County of _____)

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named _____ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

Process Server (Signature)

Sworn to and subscribed before me this the _____ day of _____ 20____.

Notary Public

(Seal) My Commission Expires: _____

IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI
CIVIL DIVISION

ROBERT G. HALLAM and
ALAINE G. HALLAM, individuals

Plaintiffs,

vs.

Cause No.:

002018-1568CD

SOUTHAVEN R.V. CENTER, INC., a
Mississippi Profit Corporation and REV
RECREATION GROUP, INC., a Foreign
Profit Corporation,

Defendants.

SUMMONS

TO: SOUTHAVEN R.V. CENTER, INC.
c/o William Mark Hixson, Resident Agent
5485 Pepper Chase Dr.
Southaven, MS 38671

FILED
DESOTO COUNTY, MS

SEP 13 2018

Dale K. Thompson
CIRCUIT COURT CLERK

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST
TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand deliver a copy of a written response to the Complaint to Daniel Ware, Lemon Law Group Partners, PLC, attorney for the Plaintiff(s), whose address is 2775 Sunny Isles Blvd., Ste. 150, North Miami Beach, FL 33160. Your response must be mailed or delivered within (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this TH day of September, 2018.



Dale K. Thompson
Clerk of DeSoto County, Mississippi
A. Jensen D.C.

RECEIVED

SEP 10 2018

DESOTO COUNTY SHERIFF'S DEPT

PROOF OF SERVICE--SUMMONS

(Process Server)

[Use separate proof of service for each person served]

Southaven RV Center 40 William Mark Hinson
Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

 FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid), on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt pursuant to M.R.C.P. Form 1B).

 PERSONAL SERVICE. I personally delivered copies to Southaven RV Center 40 William Mark Hinson on the 11 day of 9, 2018, where I found said person(s) in DeSoto County of the State of .

 RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within county, (state). I served the summons and complaint on the day of , 19 , at the usual place of abode of said person by leaving a true copy of the summons and complaint with who is the (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the day of , 19 , I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

 CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or the return envelope marked "Refused.")

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service: \$ _____

Process server must list below: [Please print or type]

Name KEITH BATHURST
Address _____
Telephone No. _____

State of MISS
County of DESOIT

[Signature]
Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named _____ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

[Signature]
Process Server (Signature)

Sworn to and subscribed before me this the 11 day of 9 2018.

Notary Public

(Seal) My Commission Expires: _____

IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI
CIVIL DIVISION

ROBERT G. HALLAM and ALAINE G. HALLAM,)	
)	
)	
Plaintiffs,)	
)	
vs.)	CIVIL ACTION NO.: CO2018-1568-CD
)	
SOUTHAVEN R.V. CENTER, INC. and)	
REV RECREATION GROUP, INC.,)	
)	
Defendants.)	

NOTICE OF APPEARANCE

Cassandra Harris Kalupa of Galese & Ingram, P.C. hereby enters her appearance as counsel
for the Defendant Southaven R.V. Center, Inc.

Respectfully submitted,

/s/ Cassandra H. Kalupa

Cassandra H. Kalupa (MSB# 101667)

OF COUNSEL:
GALESE & INGRAM, P.C.
800 Shades Creek Pkwy, Suite 300
Birmingham, Alabama 35209
Telephone: (205) 870-0663
Fax: (205) 870-0681
Email: jeff@galese-ingram.com
sandy@galese-ingram.com

CERTIFICATE OF SERVICE

I hereby certify that on October 3, 2018, I electronically filed the foregoing pleading or other paper with the Clerk of Court using the MEC system which sent notification of such filing to the following:

Daniel D. Ware
dware@warelawfirm.com

/s/ Cassandra H. Kalupa